### IN THE UNITED STATES

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#### PATENT AND TRADEMARK OFFICE

APPLICANT(S):

Siahaan et al.

APPLICATION NO.:

09/629,719

FILING DATE:

August 1, 2000

TITLE:

SEP-26-2003 11:42AM

LEUKOCYTE INTERNALIZED PEPTIDE DRUG CONJUGATES

**EXAMINER:** 

M.H. Haddad

GROUP ART UNIT:

1644

ATTY, DKT, NO.:

23902-7902 UŞ

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby cartify that this correspondence, including the enclosures identified above, is being transmitted on the date shown below via facsimile to: Commissioner for Patents at the facsimile number indicated below.

Signature:

Typed or Printed Name: Narinder S. Banait, Reg. No.: 43,482

Pacsimile Number: 1-703-305-3014

COMMISSIONER FOR PATENTS P.O. BOX 1450 ALEXANDRIA, VA 22313-1450

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## REVOCATION AND SUBSTITUTE POWER OF ATTORNEY

SIR:

The persons named below are hereby appointed as Attorneys to prosecute the abovereferenced application and any continuing applications, to maintain the ensuing patent, and to transact all other business in the U.S. Patent and Trademark Office connected therewith.

The University of Kansas ("the University") is the assignee of record for the application. The University has exclusively licensed the application to Admunex Therapeutics, Inc. ("the Company"). The amended license agreement between the University and the Company (see attachment) states that the Company has exclusive control over the prosecution of the application and shall pay all fees and expenses associated with preparing and prosecuting the U.S.

application, and shall have exclusive control over, and shall be responsible for all fees and expenses associated with the maintenance of the patents. Therefore, the Company, in order to exercise its exclusive control over the prosecution of the application, has the right to appoint the attorneys of its choice.

The undersigned hereby revokes all previous powers of attorney or authorizations of agent given in the above-identified application, and hereby appoints:

Name	Registration Number	
Narinder S. Banait	43,482	
Michael J. Shuster	41,310	
Susan T. Hubl	47,668	
Al Smith	20,355	
Qin Shi	52,220	
Antonia Sequeira	P-54,379	

as attorneys or agents to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

The Patent Office is requested to direct all further communications to Narinder S. Banait, the undersigned.

Respectfully submitted,

President

Admunex Therapeutics, Inc.

Dated: September 26/2003

Narinder S. Banait Reg. No.:

Fenwick & West LLP Silicon Valley Center 801 California Street

Mountain View, CA 94041

Tel.: (650) 335-7818 Fax.: (650) 938-5200

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P NNA



#### FIRST AMENDMENT TO THE AMENDED AND RESTATED LICENSE AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED LICENSE AGREEMENT (the "Amendment") is made and entered into as of September 10, 2003 (the "Amendment Effective Date"), by and between THE UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC., a Kansas not-for-profit corporation ("Licensor"), and ADMUNEX THERAPEUTICS, INC., a Kansas corporation ("Licensee"). Licensor and Licensee may be referred to herein as a "Party" or, collectively, as "Parties".

#### RECITALS

WHEREAS, Licensor and Licensee entered into an Amended and Rostated Licensee Agreement (the "Agreement") effective August 9, 2002, wherein Licensor granted Licensee an exclusive license under certain proprietary technology to develop, make, use and sell products; and

WHEREAS, the Parties desire to further amend the terms of the Agreement as provided in this Amendment to authorize Licensee to prosecute patent applications for some of the technologies licensed by Licensor to Licensee;

Now, Therefore, the Parties agree as follows:

#### I. AMENDMENT OF THE AGREEMENT

The Parties hereby agree to amend the terms of the Agreement as provided below, effective as of the Amendment Effective Date. To the extent that the Agreement or the Amendment is explicitly amended by this Amendment, the terms of the Amendment will control where the terms of the Agreement or the Amendment are contrary to or conflict with the following provisions. Where the Agreement and the Amendment is not explicitly amended, the terms of the Agreement will remain in force. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the same meanings as such terms are defined in the Agreement.

- 1.1. Addition of Paragraph 7.07 of the Agreement. Paragraph 7.07 is hereby added to the Agreement as follows:
- 17.07 Norwithstanding articles 7.01, 7.02, 7.03, 7.04, 7.05 and 7.06, with respect to Level I patent rights only. Licensee shall have exclusive control over, and shall be responsible for, filing patent applications under the Level I patent rights in the United States and except as set forth in 7.05 below, (i) Licensee shall pay all fees and expenses associated with preparing, filing and prosecuting all such United States applications, and (ii) Licensee shall have exclusive control over, and shall be responsible for all fees and expenses associated with, the maintenance of Patents arising from such United States applications.

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#### 2. MISCELLANEOUS

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- 2.1 Full Force and Effect. This Amendment amends the terms of the Agreement and is deemed incorporated into, and governed by all other terms of, the Agreement. The provisions of the Agreement, as amended by this Amendment, remain in full force and effect.
- 2.2 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate originals by their authorized officers as of the Amendment Effective Date, and such Amendment is effective as of the Amendment Effective Date.

THE UNIVERSITY OF KANSAS CENTER FOR RESEARCH, INC.

By

Title: President

ADMUNEX THERAPEUTICS, INC.

By: Mana Reself

Title: Pasadant

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## FACSIMILE TRANSMISSION

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## CONFIDENTIAL

DATE: September 26, 2003

CLIENT-MATTER No.: 23838-07902

To:

	NAME	FAX No.	PHONE No.
M. H. Haddad		703-305-3014	
US PTO			

FROM:

Narinder S. Banait

PHONE:

(650) 335-7818

SENT BY:

Linda Carlson

PHONE:

(650) 335-7306

RE:

Our Reference No.: 23838-07902

Number of Pages with Cover Page: 5 Original Will Not Follow

MESSAGE:

Please see attached.

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IF YOU DO NOT RECEIVE ALL OF THE PAGES, OR IF THEY ARE NOT CLEAR, PLEASE CALL LINDA CARLSON AT (650) 335-7306 AS SOON AS POSSIBLE.